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BY HAND DELIVERY

Ms. Mary Cottrell, Secretary
Department of Telecommunications and Energy
One South Street, 2nd Flr.
Boston, MA 02110

Re: PVTA's Reply Comments on Order Instituting Rulemaking, D.T.E. 01-72

Dear Ms. Cottrell:

I write to reiterate the position of the Pioneer Valley Transit Authority ("PVTA") that the Department of Telecommunications and Energy ("DTE") should reject or revise the proposed amendment concerning full advertising wraps because, as currently formulated, the proposed amendment: (1) arbitrarily and capriciously draws a distinction between advertising wraps and window tinting; (2) is not necessary to ensure public safety; and (3) will have a significant, unjustifiable and unnecessary fiscal impact on the operations of the PVTA during this time of state budget difficulties. That said, the PVTA has repeatedly stated that it will withdraw its opposition if the DTE is willing to revise the proposed amendment to include a "grandfather clause" that would permit existing full advertising wraps to remain on buses until the end of their applicable contracts. To the best of the PVTA's knowledge, such a clause would affect no buses in the Commonwealth other than the four PVTA buses that currently contain full advertising wraps pursuant to long-term contracts.

Should the DTE reject this request for a grandfather clause and formally adopt the proposed amendment over the PVTA's objection, the PVTA reminds the DTE that "[n]o rule or regulation . . . shall become effective until an estimate of its fiscal effect including that on the public and private sector, for its first and second year, and a projection over the first five-year period . . . has been filed with [the] state secretary." M.G.L. c. 30A, § 5. In this case, the estimate of fiscal effect must necessarily include: (1) the potential loss of \$56,200 in revenue that the PVTA would otherwise receive under the remainder of its contracts for the four wrapped buses; (2) the costs that the MBTA and the regional transit authorities would incur in defending potential breach of contract actions brought by their advertisers; and (3) the revenue loss that the MBTA and the regional transit authorities

will suffer due to an inability to enter future contracts with advertisers for full advertising wraps.

Sincerely,

Matthew S. Axelrod
Attorney for the Pioneer Valley Transit Authority

cc: Kevin M. Walkowski, Esq.
James A. Aloisi, Esq.

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